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12 Attorneys for Individual Fire Victim Creditors

13 UNITED STATES BANKRUPTCY COURT
14 NORTHERN DISTRICT OF CALIFORNIA

15 In re
16 PG&E CORPORATION and
17 PACIFIC GAS AND ELECTRIC
18 COMPANY,

19 Debtors.

- 20 ☐ Affects PG&E Corporation
21 ☐ Affects Pacific Gas and Electric Company
22 ☒ Affects both Debtors
23 *All papers shall be filed in the Lead Case,
24 No. 19-30088 (DM)

25 Bankruptcy Case No. 19-30088 (DM)
26 Chapter 11
27 (Lead Case)
28 (Jointly Administered)

29 **DECLARATION IN SUPPORT OF**
30 **JOINDER OF CERTAIN TUBBS**
31 **PREFERENCE PLAINTIFFS IN**
32 **SUPPORT OF RESPONSE TO**
33 **OBJECTIONS TO TERMS OF TUBBS**
34 **SETTLEMENT DOCUMENTS [DKT.**
35 **5459 & 5472]**

36 **Re: Dkt. ## 5282, 5459, 5472, 5485, 5497,**
37 **5498, 5500, 5501 & 5502**

38 Date: January 29, 2020
39 Time: 10:00 a.m.
40 Place: United States Bankruptcy Court
41 Courtroom 17, 16th Floor
42 San Francisco, CA 94102

43 I, Robert T. Bryson, hereby declare under penalty of perjury:

44 1. I am a partner in the firm of Robins Cloud LLP. Along with our co-counsel, our firm
45 represents approximately 2,200 victims of the 2017 North Bay Fires, and the 2018 Camp Fire. Our
46 law firm approved the terms of and executed the the Restructuring Support Agreement between the
47 Debtor and the Tort Claimants (the "RSA").

48 2. We understood when we approved the terms of the RSA that the RSA called for the
49 settlement of the all the preference cases arising out of the Tubbs Fire pending in the San Francisco

1 Superior Court for the State of California (the “**Tubbs Cases**”), and that terms of those settlements
2 would be kept confidential pursuant to ¶ 2(h) of the RSA that states in part as follows:

3 “upon entry of the RSA Approval Order, the Debtors shall (i) have entered into one or
4 more settlement agreements settling all of the Tubbs Cases (the “**Tubbs Settlements**”),
5 which shall (A) allow such claims subject to payment solely from the Fire Victims
6 Trust (as defined in the Term Sheet and provided in the Amended Plan), (B) be in form
7 and substance satisfactory to the parties thereto, (C) *be confidential and sealed*, and
8 (D) not be admissible or introduced into evidence for any purpose in any proceeding,
9 including without limitation the Estimation Matters or in any other case or proceeding
10 in or related to the Chapter 11 Cases; and (ii) have filed a motion with the Bankruptcy
11 Court seeking approval of the Tubbs Settlements on shortened notice. [Emphasis
12 added.]”

13 3. In addition, the initial draft of the Trust Agreement, which we approved along with
14 counsel for more than 70% of the Fire Victims, as well as by a majority of the members of the TCC,
15 states that:

16 “[T]he amount of any Fire Victim Claim that is approved, accepted, or disallowed in
17 whole or in part *shall not be disclosed to any person or entity other than to the Trustee,*
18 *the Claims Administrator, Claims Processor, the Neutrals, the Fire Victim, the Fire*
19 *Victim’s authorized agent, or to any court of competent jurisdiction, and, in the latter*
20 *case, only then in a document filed with the court under seal.* [Emphasis added.]”

21 5. Along with our co-counsel, we represented the following clients in the Tubbs Trial
22 whose claims against Debtors were settled: John Caslin individually and the John Caslin Trustee of
23 the 1999 Caslin Revocable Trust U/D/T, and Phyllis Lowe individually and in her capacity as Trustee
24 of the Lowe Family Trust, Randy Lowe in his capacity as Trustee of the Lowe Family Trust and the
25 Lowe Family Trust. (“Tubbs Preference Plaintiffs”).

26 6. Each of our Tubbs Preference Plaintiffs has an inalienable right to privacy guaranteed
27 by Article 1, Section 1 of the California Constitution. In order to protect that right, the amount of
28 compensation that they are to receive for the horrors and damages they suffered as a result of the Tubbs
Fire should be kept confidential and shared only as necessary to have their claim resolved. Along with

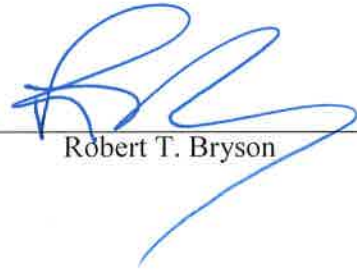
1 our co-counsel, our firm objects to having the amount of compensation that our Tubbs Preference
2 Plaintiffs are to receive being made public.

3 7. We ask that the Court overrule the objections (Doc. ## 5459 and 5472) that seek to
4 have those amounts made public, and join in the responses to those objections filed by the Debtors
5 and counsel for other settling preference plaintiffs in the Tubbs Cases (Doc. Nos. 5282, 5459, 5472,
6 5485, 5497, 5498, 5500, 5501 and 5502.

7 I declare under penalty of perjury that the foregoing is true and correct after reasonable inquiry
8 to the best of my knowledge.

9 Executed on January 25, 2020, at Santa Monica, California.

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Robert T. Bryson